

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**



REQUEST FOR PROPOSALS (RFP)

MARYLAND HEALTH CARE COMMISSION

**4160 PATTERSON AVENUE
BALTIMORE, MARYLAND 21215**

**MHCC 11-001
Experience of Care Surveys for Maryland Nursing
Homes**

Offerors are invited to submit proposals in conformance with the requirements established by the specifications herewith.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

Publication Date: February 1, 2010

Note: Please see Part IV, Section 2.14, clause #2 for cautions regarding the confidentiality of proposals submitted in response to this RFP.

ENCOURAGEMENT OF PARTICIPATION STATEMENT

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Notice to Vendors/Contractors," which is on the following page, supplying comments and/or the reason(s) for declining to bid or to make an offer in response to this solicitation. Please return this form either with your submission package or in an envelope addressed to the issuing office listed on the Key Information Summary Sheet, even if you are not submitting a proposal.

KEY INFORMATION SUMMARY PAGE

Title of RFP: - **Experience of Care Surveys for Maryland Nursing Homes**

RFP Issue Date: - **February 1, 2010**

RFP Number: MHCC 11-001

Description of services: conduct an annual survey of the experience of families/responsible parties or residents of nursing homes and produce reports of survey results suitable for public report.

Procurement Method: Competitive Sealed Proposals (3) (COMAR 21.05.03)

Contract Term: July 1, 2010 – June 30, 2013;

Option Period: July 1, 2013 – June 30, 2014.

The Commission intends to make a single award as a result of this RFP. All communications regarding this RFP are to be made by or with the Procurement Officer. Information communicated by the Procurement Officer shall constitute the official position of the Commission.

eMaryland Marketplace: In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is <https://ebidmarketplace.com/>.

Electronic Funds Transfer:

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix F). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Issuing Office: Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215

Issuing Office Point of Contact: Bruce Kozlowski
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: 443-610-0406
Fax: (410) 358-1236
bkozlowski@mhcc.state.md.us

Procurement Officer: Sharon M. Wiggins
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3329
Fax: (410) 358-1236
e-mail: swiggins@mhcc.state.md.us

Contract Monitor: Carol Christmyer
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3575
Fax: (410) 358-1236

Deadline for receipt of proposals: **Friday, March 5, 2010 @ 4:00 PM EST**

Proposal(s) Received At: Maryland Health Care Commission
Receptionist Desk
4160 Patterson Avenue
Baltimore, Maryland 21215

Pre-proposal conference: **Tuesday, February 9, 2010 @ 11:00 A.M.**
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

MBE subcontracting goal: A MBE Subcontracting Goal of **25%** has been established for the contract to result from this solicitation

Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid/Proposal Number: **MHCC 11-001** Entitled: **Experience of Care Surveys for Maryland Nursing Homes**

- I. If you are not bidding, please indicate why:
- ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the solicitation is not in our business line.
 - ☐ We lack experience in the work/commodities required.
 - ☐ The scope of work is beyond our current capacity.
 - ☐ We cannot be competitive (Please explain below.)
 - ☐ Specifications are either unclear or too restrictive. (Please explain below.)
 - ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
 - ☐ Time for completion is insufficient.
 - ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
 - ☐ Doing business with government is simply too complicated.
 - ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
 - ☐ Other: _____
- II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address or e-mail: _____

Thank You!!!

TABLE OF CONTENTS

Part I: SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

- 1.0 Introduction
- 2.0 Background
- 3.0 Purpose
- 4.0 Services to Be Performed
- 5.0 Key Performance Indicators and Deliverables

Part II: ORGANIZATION OF PROPOSAL

- 1.0 General Format
 - 1.1 Two Part Submission
 - 1.2 Transmittal Letter
- 2.0 Volume I: Technical Proposal
 - 2.1 Format and Content
 - 2.2 Summary of items to be submitted with proposal
- 3.0 Volume II: Financial Proposal
 - 3.1 Format and Content
 - 3.2 Summary of items to be submitted with proposal

Part III: EVALUATION AND SELECTION PROCEDURE

- 1.0 Evaluation Committee
 - 1.1 Evaluation Criteria
 - 1.2 Evaluation Process
 - 1.3 Discussions
 - 1.4 Best and Final Offers
 - 1.5 Debriefing of Unsuccessful Offerors
 - 1.6 Protests

Part IV: RFP INFORMATION AND INSTRUCTIONS

- 1.0 Proposal Information
 - 1.1 Pre-Proposal Conference
 - 1.2 Questions and Inquiries
 - 1.3 RFP Revisions
 - 1.4 Confidentiality of Proposals
 - 1.5 Duration of Offer
 - 1.6 Modifications or Withdrawals
 - 1.7 Late Actions
 - 1.8 Rights of the Procurement Officer
 - 1.9 Incurred Expenses
 - 1.10 Multiple Proposals
 - 1.11 Alternate Proposals
 - 1.12 Verification of Tax Payment/Registration

- 1.13 Reserved
 - 1.14 Delivery/Handling of Proposals
 - 1.15 Federal Funding Acknowledgement
 - 1.16 MBE Requirements
- 2.0 Contract Information
 - 2.1 Duration of Contract
 - 2.2 Invoicing/Payment/Retainage/Withholding
 - 2.3 Contract Type
 - 2.4 Subcontracting
 - 2.5 Contract Document
 - 2.6 Contract Affidavit
 - 2.7 Insurance Requirements
 - 2.8 Amendments
 - 2.9 Substitution of Personnel
 - 2.10 Reciprocal Preferences
 - 2.11 Reserved
 - 2.12 Reserved
 - 2.13 Reserved
 - 2.14 Mandatory Contract Clauses

Part V: CONTRACT DOCUMENT

Part VI: APPENDICES

APPENDICES

APPENDIX A:	Table A
APPENDIX B:	Financial Proposal Sheet and Work Sheets
APPENDIX C:	Data Use Agreement
APPENDIX D:	Requirements for Web Development
APPENDIX E:	STANDARD ADDENDUM FOR THE MEANS OF DELIVERING BIDS AND PROPOSALS
APPENDIX F:	BID/PROPOSAL AFFIDAVIT
APPENDIX G:	CONTRACT AFFIDAVIT
APPENDIX H:	MBE SUBCONTRACTING PARTICIPATION INSTRUCTIONS & ATTACHMENT A-H
APPENDIX I:	FORM COT/GAD X-10
APPENDIX J:	LIVING WAGE Requirements for Service Contracts
APPENDIX K:	INFORMATION TECHNOLOGY SECURITY STANDARDS PROTECTED HEALTH INFORMATION
APPENDIX L:	CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Acceptance of a contract resulting from this RFP indicates intent to comply with all conditions that are part of this solicitation document.

Glossary: definition of terms and acronyms used in this RFP

AHRQ - Agency for Healthcare Research and Quality, a federal agency

CAHPS® – Consumer Assessment of Healthcare Providers and Systems

CMS - Centers for Medicare and Medicaid Services, a federal agency

COMAR - Code of Maryland Regulations, Maryland State agency regulations are compiled in the Code of Maryland Regulations

DBM- Maryland Department of Budget Management, a Maryland State Agency

DHMH - Department of Health & Mental Hygiene, a Maryland State Agency

DUA – Data Use Agreement

XML - Extensible Markup Language. This computer language provides a basic syntax that can be used to share information between different kinds of computers, different applications, and different organizations without needing to pass through many layers of conversion.

LTC – Long Term Care

Long Term Care Service – a service or support that helps individuals who are aging or have disabilities and need assistance with activities of daily living (ADL's), have health care needs, or need help with activities that help them maintain their independence such as shopping, taking medications, managing money, and doing activities outside the home. LTC services are provided in institutions such as nursing homes, or in the individual's home or community.

MHCC - Maryland Health Care Commission, a Maryland State Agency

OHCQ - Office of Health Care Quality, the Maryland state agency within the Department of Health and Mental Hygiene charged with monitoring the quality of care in Maryland's 8,000 health care and community programs.

RFP – Request for Proposals

SAS® – Statistical Analysis Software

SOCY – Start of Contract Year

SQL - Structured Query Language - a database computer language designed for the retrieval and management of data in relational database systems

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The Maryland Health Care Commission ("Commission") is an independent state agency with a 15-member commission whose members are appointed by the governor and approved by the senate. The Commission is soliciting proposals from qualified contractors to implement annual surveys that will assess the experience of care from individuals using Maryland nursing home services or the family members/responsible parties of residents of nursing homes.

Under the provisions of Health-General Article §19-135(d), the Commission, is required to: "develop and implement a system to comparatively evaluate the quality of care and performance of nursing facilities on an objective basis", and annually publish the summary findings of the evaluation. Further, the statute allows, as part of the evaluation, collecting performance information from consumers and their families. The purpose of the comparative evaluation system is to improve the quality of care by establishing a common set of performance measures and making the findings available to providers, consumers, and other interested parties.

The Commission intends to make a single award as a result of this RFP.

2.0 BACKGROUND

A 2004 study conducted for the Commission provided an overview of nursing home satisfaction literature and recommendations to assist MHCC staff in implementing collection and public reporting of satisfaction with nursing home care ("*Maryland Nursing Home Consumer Satisfaction- Recommendations Report*" March 2004). In the fall of 2005, the Commission selected a survey instrument and contractor to pilot a nursing home family experience of care survey ([http://mhcc.maryland.gov/MarylandFamilySatisfactionSurveyPilot - Statewide Results](http://mhcc.maryland.gov/MarylandFamilySatisfactionSurveyPilot-StatewideResults)). Following this successful pilot, family experience of care surveys for long stay residents (having a stay of 90 days or longer) were conducted in 2007 and 2008. The scope of the survey process was expanded in 2009 to include discharged residents of nursing homes with a short stay (less than 90 days) using a survey instrument developed by the Agency of Healthcare Research and Quality (AHRQ) Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Team.

The survey processes to be implemented under the contract that results from this solicitation will include collecting information about the experience of care either from the families/responsible parties or persons using the nursing home services. Nursing home care is expected to be surveyed annually beginning in calendar year 2010; however, MHCC will unilaterally determine if a survey shall be conducted in a given year. There is no guarantee of a minimum or maximum number or type of survey(s); payment will only be made to the contractor for survey(s) authorized by the Commission.

3.0 PURPOSE

This RFP seeks a qualified contractor to conduct annual surveys of the experience of families/responsible

parties and residents of nursing homes. The results of the surveys will be incorporated into the Maryland Long Term Care (LTC) web site for the use of two audiences: consumers who are seeking nursing home services for themselves or a loved one and LTC agency staff for use in internal organizational improvement programs. A unique and separate survey will be provided by Commission staff for each survey. The purpose of this solicitation is to select a contractor with extensive proven experience in conducting consumer surveys and presenting evidence of successfully delivering the services described in Section 4.0.

4.0 SERVICES TO BE PERFORMED

The Contractor shall perform the following: 1) pre-survey activities that include communicating with providers of LTC services, determining and selecting a sample, formatting and printing the survey; 2) conducting the survey including: distributing the survey to the selected sample; tracking survey responses, implementing a follow-up with survey recipients to maximize response; and responding to questions from survey recipients or from the nursing home personnel; 3) entering and transmitting data for further analysis; 4) conducting analysis of responses (where applicable); 5) production and distribution of individual agency and statewide reports; and, 6) production of an analytic and methodological report. The nursing home surveys (one for families/responsible parties and one for residents) will be conducted concurrently to maximize resources and produce reports for simultaneous release. The work effort may also include periodic meetings with stakeholder groups, the Commission, or other meetings as directed by the contract monitor.

Note: Table A located in Appendix A identifies the estimated number of facilities in Maryland offering nursing home services; the type and estimated number of recipients for each survey (estimated sample), and other information relevant to survey methods. This table is illustrative and not intended to be definitive of final survey methods; the numerical estimates of number of facilities and sample size approximate those expected for actual surveys. However, the number of facilities must be determined at the beginning of each survey cycle and the sample size for each survey must be calculated as part of the annual scope of work.

Section 4.0 Scope of Work

4.1. Meet with MHCC to Finalize the Project Work Plan for the Contract Period

The response of the vendor shall include a work plan with a project management flow chart (for example, Microsoft Project) showing all major steps of the project with specific tasks and dates for completion of each step. In addition, the work plan shall identify all inputs/resources needed for the project. Each of the major steps shall be broken into specific tasks along with the name and position title of each staff member responsible for each task, and the number of hours assigned by the individual. The contractor shall meet with the Commission's contract monitor for the first contract year to finalize the project work plan for each survey to be conducted within 15 days following contract award.

In the second and third years of the contract period, should the Commission decide to conduct surveys for either one or both years, an update of the work plan described in this section is to be submitted for the approval of the Contract Monitor within 10 calendar days after the commencement date of each contract year. The work plan update will reflect information specific to the survey to be conducted for the applicable year.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for

each survey conducted in the option period.

4. 2. Develop and implement a communication plan to obtain from Maryland nursing homes information needed to obtain a list of responsible parties or individuals using the services and to facilitate survey activities

Effective communication with each nursing home is a critical factor in the success of survey administration because of the importance of enlisting the cooperation and assistance of agency staff in identifying potential respondents and in using the results of the survey to improve care. The contractor shall develop a Communication Plan which includes the following elements: 1) a methodology for determining an appropriate contact person for each Maryland nursing home who can provide information from which a list of responsible parties or users of services can be derived; and, 2) a methodology for communicating with each nursing home throughout the survey period and following the data collection period to respond to questions concerning the survey and describe how staff can use survey results. The communication plan shall identify the title or position of the agency contact person, the format and content of the communication, and the time frame for executing the communication plan. All written communications prepared by the contractor shall be approved by the Commission's contract monitor prior to distribution to any nursing home.

In the second, third and option years of the contract period, should the Commission decide to conduct surveys for one or both years, an update to the communication plan will be required for each year a survey is conducted.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 3. Format the Survey Questions and Mailing Materials

The Commission's contract monitor will provide a unique set of survey questions and response choices for each survey to be conducted in an electronic file. The contractor shall:

- a. Format the questions and response choices in the sequence supplied by MHCC into a document suitable for distribution to each potential respondent that permits the easy and efficient recording of survey responses by the respondents and returnable to the contractor for tabulation of results.

The survey instruments will be limited to the number of questions that can be answered in a reasonable period of time (i.e. 20 minutes or less) and will include the following rating areas as applicable: 1) staff/ administrative aspects such as communication, timeliness of response; 2) environment/physical aspects of the facility; 3) food & meals 4) resident rights/autonomy/privacy; 5) care provided, such as clinical aspects: pain, specific therapy, medications; and, 6) overall experience. In addition, questions about the resident, respondent, and a limited number of demographic questions may be included.

- b. Duplicate the final survey, prepare the survey for distribution and send to the representative sample as specified in paragraph 4.4. below. Materials mailed to participants will include a postage paid return envelope. Costs associated with survey preparation, duplication, mailing, and analyzing the completed survey are to be reflected separately in the financial proposal. (Appendix B).

- c. Written correspondence to be sent to prospective respondents soliciting their participation and explaining information necessary for completion of the survey shall be prepared by the contractor for distribution and shall be subject to the prior approval of the Commission's contract monitor. The Commission will provide a letter from the executive director or designee requesting the participation of potential respondents for inclusion with the mailed survey materials.

In the second and third years of the contract period, should the Commission decide to conduct surveys for one or both years, the survey questions supplied to the contractor in one or both of these years may differ from the base year.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 4. Determine Sample Size, Methods for Sample Selection, Propose Survey Methodology

In determining the size of the sample population to be used for each survey conducted, the contractor should be aware that the goal of the Commission is to obtain at least a 50% response rate for each facility surveyed. The sample selection and survey methodology shall be designed to maximize the desired response rate in the most cost-effective and efficient manner possible.

a. The contractor shall determine an appropriate sample size and propose, for approval of the Commission's contract monitor, a methodology for determining eligible participants to be surveyed. Examples of criteria for inclusion and exclusion of potential survey participants for the surveys are identified in Table A. In the first contract year, prior to commencing work specified in 4.3, the contractor shall validate the criteria for inclusion and exclusion of survey participants for each survey through a brief review of established survey methods, prior experience, or literature based references. If categories of survey participants other than those named in Table A are identified for inclusion or exclusion, the rationale for the inclusion or exclusion of that category and a description of how the sample selection methodology will identify survey participants will be provided to MHCC by the contractor. Sample stratification may differ for each survey, but at a minimum is expected to include payer source. The contractor shall select a final sample according to the sampling methodology approved by the contract monitor.

b. The survey methodology shall address the manner in which the minimum 50% response rate will be achieved. A mixed mode survey methodology is preferred, consisting of at least two mail waves and a follow up strategy to be proposed by the contractor. The follow up strategy shall be employed for any facility not achieving a minimum 50% return rate through the initial waves. Alternative survey methods may be proposed by the contractor. If alternative survey methods are proposed, the contractor shall: 1) justify the proposed method through prior experience, by literature-based references or other methods, why the proposed methodology should yield the desired results, and the demonstrated effectiveness of the proposed method, and; 2) without revealing any actual costs which must be submitted separately in the financial proposal, the contractor should submit a comparison of the cost of the contractor proposed method compared to a mailed survey methodology expressed as an overall percentage difference between the two methods or a similar numerical comparison.

In the second and third years of the contract period, should the Commission decide to conduct surveys for either one or both years, the plan for sample selection and an update of written correspondence to be sent to

prospective respondents` shall be required for each year surveys are conducted.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled “Contract Term” above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 5. Data collection and tracking of return rate; tabulate responses

Following the mailing of the survey to potential respondents determined by the sampling methodology, the contractor shall:

- a. Track survey responses for each nursing home to determine each agency’s response rate
- b. Communicate in writing the cumulative return rate for each agency to the contract monitor weekly between the time of the distribution of the survey and the due date for final responses.
- c. A cumulative final response rate will be incorporated into each nursing home’s report and the statewide report. Each agency’s final response rate will also be included in the methodological report and in the electronic files prepared for public report.
- d. Collect and tabulate all data from respondents to the survey. Data collection responsibilities shall include: 1) answering inquiries from potential survey respondents during the survey collection period, 2) collecting the survey responses, and 3) entering survey responses into an approved electronic format for editing coding, and data cleaning/verification, as needed, in preparation for analysis.
- e. Document, categorize and summarize all inquiries or comments from callers in reference to the survey and the survey process for the purpose of identifying information to be used to improve future surveys and the administration processes. A written summary of the types of inquiries will be communicated to the Commission’s contract monitor at the completion of the data collection period. A complete categorization and analysis of all inquiries and comments shall be provided as part of the methodological report.

Note: callers describing conditions of concern such as potential or perceived harm to residents of nursing homes shall be promptly provided with contact information for the Maryland Department of Health and Mental Hygiene, Office of Health Care Quality (OHCQ) for the purpose of submitting a complaint report for further investigation.

In the second and third years of the contract period, should the Commission decide to conduct surveys for either one or both years, each item listed in 4. 5. shall be required for each survey conducted for one or both years.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled “Contract Term” above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 6. Data analysis and report production

Following the completion of data collection, the contractor shall tabulate the data, conduct methodological analysis, and produce reports as follows:

- a. Conduct methodological analyses to evaluate the reliability of the survey instrument and data collection protocols. Specific methodological analyses will be determined by the contract monitor prior to finalizing the project work plan annually for each survey conducted. Types of analyses may include:

- Survey Non-Response Analysis
- Reliability Analysis
- Composite score correlation with overall satisfaction
- Item Level correlation with overall satisfaction
- Skip Pattern Analysis (if applicable)
- Item Level Non-Response Analyses
- Analysis of Multiple Responders
- Trend analysis (as indicated)

- b. Facility specific and statewide aggregate reports in both paper and electronic forms shall be produced. The reports will consist of at least the following:

- 1) An introduction explaining the purpose of the survey
- 2) A description of how the survey was conducted (includes sample selection and survey administration methods)
- 3) Explanation as to how to read and interpret the reports provided
- 4) An interpretation of composite (if composites are used) and item level scores
- 5) A brief description of how the information may be used by facility staff to improve care including a list of resources on how to improve care.
- 6) Statewide item level scores
- 7) A glossary of terms, as needed

- c. The contractor shall prepare the following in electronic and paper formats:

- 1) Individual agency level reports showing for each agency the results that pertain only to that agency along with a comparison of the agency's results to prior results (if applicable) and statewide results including peer group results (peer groupings used in the nursing home survey are licensed bed size, profit type, and region of services provided). Peer groups may be added or substituted for hospice; and

- 2) A statewide aggregate report.

The reports shall include interpretations of exhibited data. The Commission's contract monitor shall review and approve drafts of sample individual agency reports as well as a sample statewide aggregate report. The contractor shall obtain the approval of the Commission's contract monitor prior to any release of the data or reports.

- 3) Interpretation of results shall be written to meet the information needs of two types of users. The first user is the consumer interested in comparing nursing homes for the purpose of selecting a nursing home for themselves or a family member. The second user is the LTC agency staff for the purpose of comparing the

results for a particular agency with similar surveys of the agency or with other quality information to enable the identification of and provide suggestions for improvements by that agency. The perspective of each of these users should be addressed in the interpretation section.

4) Electronic statewide and facility-specific reports shall be formatted to facilitate efficient incorporation into the Maryland LTC web site. The reports must be formatted in such a manner as to allow for easy comparability across facilities. A version of the data in Microsoft Excel, Access, delimited text, or SAS must be provided which allows for easy conversion to Microsoft SQL which is the database engine used for the website. This version should have straightforward rows and columns which easily convert to a database. Documentation for the data files such as data dictionary and codebook shall be submitted with the reports. Appendix D "Requirements for Web Development" should be used to guide the development of reports for the web site.

5). To maximize understanding of the reports' content by a non-technical audience, the reports should: 1) minimize the use of technical language to only that amount of technical explanation essential to understand the report; 2) explain any technical terms that cannot be eliminated; 3) limit the use of acronyms and provide an explanation of any acronyms used; 4) provide expanded or "drill down" detail for users who wish to know greater detail; and, 5) make effective use of graphics to enhance user understanding.

6). The contractor shall compare the survey(s) conducted under the contract that results from this solicitation to prior family or resident/client surveys conducted by the Commission and report on trending of data across the surveys. Statewide and facility level comparisons shall be produced. An interpretation of the comparisons among the surveys shall be prepared which will note opportunities for improvement at both the facility and the state level. The contractor shall include a section comparing the survey administration procedures in the methodological report described below to delineate similarities and differences between the survey processes, if any. The trend reports will be presented so as to display results from each set of survey results to subsequent surveys.

7). The Communication Plan referenced in 4.2. will describe the method of report distribution. Electronic methods of distributing reports shall be encouraged and maximized by the contractor. Agencies with the capability to receive electronic report formats will receive facility specific reports in electronic format. Facilities lacking such capability will receive paper copies after approval by the contract monitor. The process for assessing the capability of organizations to receive electronic reports and the proposed distribution process for reports shall be addressed in the Communication Plan.

8). The contractor shall provide a separate electronic file of each agency results collected under this contract in a form that will allow Commission staff to analyze such data at a future date. The contractor shall also supply two (2) paper and (1) electronic copies of any materials used to conduct survey(s) and all reports produced as a result of survey activities.

In the second and third years of the contract period, should the Commission decide to conduct surveys for either one or both years, items in Section 4.2. are ongoing activities that must be performed in each year a survey is conducted.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 7. Produce a Methodological and Trend Report

The contractor shall provide a methodological and analytic report which includes the following:

- a. A complete description of sampling and survey administration procedures used;
- b. A complete description of the data processing procedures used;
- c. A complete description of the sampling framework;
- d. A table detailing response rates and dispositions for each agency included in the sample;
- e. An analysis of response bias and a description of any weighting of the data, if applicable;
- f. A summary of the data using routine tabulations of frequencies of each response for each survey question;
- g. A summary and trend analysis of the data collected for each facility and statewide as compared to previous surveys conducted by the Commission
- h. Tables indicating standard errors, confidence intervals with appropriate notations, and summary graphs;
- i. A table with data based on each composite measure (as applicable);
- j. Tables with data stratified according to the peer groupings as designated for the specific survey; for example: 1) facility size, 2) profit status (profit/not-profit), 3) region of the state, 4) overall ratings (if included); and, 5) other agreed upon elements;
- k. A comparison of survey administration procedures between the nursing home surveys conducted in 2007-2009) and the current survey to delineate similarities and differences between the two survey processes;
- l. A categorization and tabulation of caller (respondent) comments;
- m. Feedback from communications with facilities during data collection that may be useful for future administration of a similar survey;
- n. A description of problems, if any, encountered in the survey administration process and, for each such problem, the solution adopted;
- o. The procedures used to maintain confidentiality during the sampling, data collection, data processing, and data storage phases of the project;
- p. Suggestions for improvement for future surveys;
- q. Comparisons, if applicable, to the contractor's previous findings in studies of other states; and,
- r. A complete set of data in a format that the MHCC can display on its website,
- s. A cleaned data file at the individual level with data dictionary and codebook.

In the second and third years of the contract period, should the Commission decide to conduct a survey for either one or both years, the contractor will produce a methodological and trend report according to the specifications outlined in 4.7 in each year a survey is conducted.

Should the Commission determine to exercise its option to continue this contract for the option term specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for each survey conducted in the option period.

4. 8. Other Requirements

4. 8. 1. Staff Training

If the contractor expects to hire staff to accomplish the work under this contract, the contractor shall provide any necessary staff training in advance of the data collection phase of the project. The contractor shall provide the Commission's contract monitor with a position description and experience/qualifications for any newly hired staff member. All staff making contact with respondents or LTC agencies must have verifiable prior survey and telephone contact experience. An outline of the topics to be covered during the training program shall be submitted for review by the Commission's contract monitor.

4. 8. 2 Proofread Materials

The contractor shall review all data analyzed for calculation errors and shall review all written text for spelling and grammatical errors. Reports produced will be reviewed for formatting errors in both paper and electronic forms.

4. 8. 3. Progress Reports

- a. Complete to date, difficulties/issues encountered, and solutions implemented to minimize them are due at two week intervals. To be submitted by email or phone call beginning two weeks after finalizing the annual project work plan. Because intensity of work will vary throughout the contract period; the Contract monitor will determine if reports can be submitted at less frequent intervals.
- b. In addition, during the survey collection period, the contractor shall deliver/transmit to the Commission's contract monitor the following: 1) a status report on the cumulative survey response rates for each facility weekly (beginning after the mailing of surveys); 2) inquiries from family members/responsible parties summarized by category and the general responses to these inquiries every two weeks during data collection; and, 3) a list of difficulties encountered and resulting methodological changes in survey implementation made to minimize these difficulties every two weeks during data collection.
- c. The vendor shall prepare and deliver to the Commission paper and electronic copies of files, reports, and deliverables required to fulfill this contract as specified throughout Section 4.0.

4. 8. 4. Attend and Testify at Meetings and Hearings

The contractor shall be available to attend meetings with LTC advisory groups consisting of consumers, LTC agency representatives, MHCC staff, and other stakeholders at various times throughout the project and following project completion. Typical examples may include: a kick-off meeting at project start-up; a meeting at the release of survey findings; and Commission meetings and legislative meetings as needed. Meetings will be approximately two-three hours in duration. Attendance will be at the direction of the Commission's contract monitor. If contractor presentation of information in meetings is required, the contractor shall provide a sufficient number (to be determined by the Commission's contract monitor) of copies of applicable materials for distribution. The contractor may also, at the request of the Commission's contract monitor, be required to attend other meetings and hearings. Such work will be considered unit work as referenced in Part IV, section 2.2.

Attendance at meetings is estimated to be up to 10 hours annually, but there is no guarantee of a minimum number of meeting hours.

4. 8. 5. Satisfy Timetable

The contractor shall meet the time frames specified in Part I, Section 5.0.

4. 8. 6. Maintain Key Personnel

The Commission believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. Unless substitution is approved, key personnel shall be, at a minimum, the person responsible for the day to day management of the survey i.e. the Project Manager or Director, and the persons responsible for the survey analysis i.e. a research analyst. Offerors may identify additional key personnel in the technical proposal, which will be incorporated into the Contract by reference. Key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. A letter of commitment from each staff member and contractor assigned to the project should be submitted with the proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's technical proposal without the prior written consent of the Contract Manager.

4. 8. 7. Ownership of Data, Software, Information, and Reports

- (a) Any data, software, information, and/or reports collected or prepared by the Contractor in the course of performing its duties and obligations under a contract resulting from this RFP shall be deemed to be owned by the Commission. The ownership provision is in consideration of the contract's use of public funds in collecting or preparing such data, software, information, and reports. These items shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without written permission of the Commission. Subject to applicable State and Federal laws and regulations, the Commission shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such data, information, and reports. At the termination of the Contract, the Contractor shall make available all such data, software, information, and reports to the Commission within thirty (30) days following termination of the contract or such longer period as approved by the Commission.
- (b) Except as otherwise provided in this subsection, if any material able to be copyrighted or patented is developed by the Contractor in the course of performance of a contract resulting from this RFP, the Commission and the State of Maryland shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, and authorize others to do so.

4. 8. 8. Maintain confidentiality and data security

The contractor shall demonstrate implementation of confidentiality and data security requirements to protect the identity of individual patients, confidentiality of respondent data and procedures for identifying and handling breaches of confidential data. In the course of collecting and analyzing these data, the contractor shall examine and have access to information that LTC agencies may consider proprietary and confidential. Additionally, the contractor may have contact with individually identifiable patient information. It is the policy of the Commission that confidential patient information, as well as proprietary nursing home information must be protected. The contractor shall be bound by all relevant confidentiality requirements in applicable state and Federal laws and

regulations regarding personal identifying information, including HIPPA and the Maryland Medical Records Act, Health General Article § 4-301, et.seq. The contractor shall be responsible for safeguarding the confidentiality of such information by requiring any subcontractor to observe these same protections in dealing with individually identifiable resident information. The importance of such safeguards cannot be overstated. The release of any confidential or proprietary information will be deemed a breach of contract and may lead to the termination of the contract.

The contractor shall sign a MHCC data use agreement (DUA) as part of the contract. A copy of the MHCC's DUA is included in Appendix C.

4. 8.9. Returned Surveys

The contractor will retain copies of all returned surveys for a minimum of six (6) months following the end of the contract period and including option year, if exercised. After the six month period, MHCC will be contacted for disposition. At the direction of MHCC, the copies will be destroyed. The method of destruction will safeguard confidentiality of these materials, as described in the DUA. Data files, including analysis files developed for work under the contract shall be disposed of as specified in the DUA.

5.0. A. KEY PERFORMANCE INDICATORS and DELIVERABLES for Nursing Home Surveys

Deliverables listed below (except for general requirements) are expected to be completed in the sequence shown below.

Task	Deliverable	Due Date	% Payment
Pre Survey Activities			
4. 1	Meet with MHCC to discuss final project work plan	10 Days after SOCY	?
4. 2	Submit communication plan for approval of MHCC	20 Days after SOCY	
4.4.a-b	Determine sample size, exclusions, and survey methodology	30 Days after SOCY	
4.2	Obtain information from each LTC agency to select the sample	45 Days after SOCY	
4.3.c	Prepare communication to potential survey recipients for MHCC approval. MHCC will provide a letter from the executive director for inclusion with survey materials.	45 Days after SOCY	
Format Survey Questions, Duplicate, and Mail			
4.3.a	Format questions into a document suitable for mailing and recording survey responses	45 Days after SOCY	
4.3.b	Duplicate surveys and mail to selected sample. Minimize the time frame between receipt of potential respondent names and initial mailing of surveys.	60 Days after SOCY	25% upon duplication of survey and submission of invoice
Data Collection and Tracking			
4.5	Receive survey responses; enter into database, perform data cleaning/verification, as needed, in preparation for analysis.	Throughout data collection period	
4.5.a	Track response rate for each nursing home. Implement the plan to increase response for agencies with an excessive undeliverable address rate.	Throughout data collection period	
4.5.d	Tabulate responses	Throughout data collection period	
4.5.d	Answer inquiries from respondents, document inquiries, complaints, complements	Throughout data collection period	
4.4.b	Conduct second mail wave	Timing proposed in survey methodology	

4. 4.b.	Employ follow-up strategy to achieve goal of minimum 50% response from each nursing home and maximize response rate (includes special populations as needed).	Timing proposed in survey methodology	25% upon completion of data collection
*SOCY – Start of Contract Year			
Survey Data Analysis			
4.1	Adapt/write tabulation programs to facilitate reporting of state, peer group, and agency data	Date specified in work plan	
4.d.	Adapt/write programs to compare collected data (for facilities and statewide) to prior data for peer group and domain categories	Three weeks after completion of data collection	
4.c.	Produce reports as specified	Date specified in work plan	
4.5.e.	Review and categorize verbatim comments provided by respondents; redact records to maintain confidentiality of respondents	Four weeks after completion of data collection	
Report Production			
4.6	Prepare for approval of MHCC <ol style="list-style-type: none"> 1. draft facility and statewide reports 2. interpretation of results for nursing home staff 3. methodology, analytic, and trend report 4. trend reports for statewide and individual facility reports 5. electronic reports for public release 6. A description of procedures used in the survey administration process and any problems encountered, if any 7. procedures used to maintain confidentiality 	After completion of data collection	
4.6.b-e	Consult with Contract monitor on report format, content, and release of information to facilities. Work plan to include a method for pre-release review by each facility.	Prior to release	25% upon approval of report formats and release for review
4.6.c-e	Provide facility results to MHCC using MHCC ID as an identifier in a format suitable for public report.		
4.6.e	Distribution of Facility Reports to facilities for pre-release review		
4.6.f	Prepare electronic report of cleaned survey data at individual level for each case in the sample		25% upon delivery of all reports and data files
4.7	Produce a methodology, analytic, and trend report	Date specified in work plan	

Other Requirements			
4.8.3	Progress reports & Deliverables - Submit specified number of copies of all reports, data files and documents	Ongoing	
4.8.4	Attend relevant meetings & testify at hearings as requested by MHCC	As requested by MHCC; throughout contract period	
4.8.5	Satisfy timetable	As specified	
4.8.6	Maintain key personnel	As specified	
4.8.8	Maintain confidentiality	Ongoing	
4.8.9	Disposition of Returned Surveys & other materials	Per DUA and as noted	

***SOCY – Start of Contract Year**

PART II
ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Three-Part Submission

- A. Offerors shall submit in separate sealed envelopes technical, financial proposals and MBE Attachments A and B in the following manner:
- 1.) One (1) original (to be so labeled) and **six (6)** copies (one unbound and marked "PIA Copy"*) and **One** (1) compact disk of the technical proposal in a sealed envelope clearly labeled "Technical Proposal"; and,
 - 2.) One (1) original (to be so labeled) and **six (6)** (one unbound and marked "PIA Copy"*) and **One** (1) compact disks of the financial proposal in a sealed envelope clearly labeled "Financial Proposal".
*(see part IV, Section 1.4 for an explanation of this Public Information Act (PIA) copy)
 - 3.) Original completed and signed *MBE Utilization and Fair Solicitation Affidavit*, (MBE Attachment A, **Appendix H**) and MBE Participation Schedule (MBE Attachment B, **Appendix H**) in a separately sealed envelope.
- B. Each envelope shall, in addition, be labeled with the following:
- 1.) the offeror's name and business address;
 - 2.) the due date/time for receipt of proposals; and
 - 3.) the title of the RFP.
- C. All pages in the technical proposal must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offeror's letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

- A. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the offeror to the contract, who will receive all official notices concerning this RFP; and
- B. The Offeror's Federal Tax Identification Number or Social Security Number.
- C. Acknowledgement of the receipt of any amendments/addenda to the RFP.

2.0 VOLUME I: TECHNICAL PROPOSAL

2.1 Format

Proposals shall be clear and precise and shall affirmatively address all points as outlined in Part I, Section 4.0. The offeror shall describe in detail the ability to perform the work outlined. Offerors will be rated on the basis of information contained in their technical and financial proposals. Failure to fully address all requirements may result in the applicant not receiving a sufficient rating to be judged a qualified offeror. All information necessary to complete the scope of work deemed important by the vendor should be included in the proposal. All offerors shall present their technical proposal in the following manner:

- 1. Statement of the Problem**
- 2. Proposed Work Plan**
- 3. Experience and Qualifications of Proposed Staff**
- 4. Corporate Qualifications**
- 5. Economic Benefit to the State**

1) Statement of the Problem

The offeror shall clearly demonstrate an understanding of the objectives and goals of the Commission relative to the scope of work described in this RFP; an understanding of the full scope of work which is the subject of this solicitation; and an analysis of the effort and resources needed to accomplish the specific objectives of this RFP. The "Statement of the Problem" should be limited to no more than a few pages.

2) Proposed Work Plan

The vendor shall give a definitive, but concise description of the proposed plan to meet the scope of work and specific activities to be performed described in Part I, Section 4.0 and 5.0 of this RFP. It shall include the specific methods to be used by the vendor in providing the required services. The work plan should identify contract deliverables and specific tasks to achieve them. This section should include: 1) a scheduling matrix of contractor/subcontractor staff utilization in hours for meeting the requirements in Part I, Section 4.0 and 5.0 which should sum to the total staff hours allocated to this contract; 2) a list of contractor/subcontractor staff with the percent of their total work time dedicated to this contract; and, 3) any provision or input the offeror will require from MHCC. Resources, other than staff that may be recommended to complete project activities should also be described in this section.

The work plan shall contain a project management flow chart (for example, Microsoft Project) showing all major steps of the project with specific tasks and dates for completion of each step. In addition, the work plan shall identify all inputs/resources needed for the project. Each of the major steps shall be broken into specific deliverables along with the name(s) and position title(s) of each staff member responsible for each task and the number of hours assigned for each individual to each deliverable. The contractor shall meet with the Commission's contract monitor within 15 days following contract award to finalize the project work plan for the contract period.

The proposed work plan should also demonstrate the capability of the offeror to successfully manage

the overall project and subordinate tasks. The work plan should include an outline of the management practices employed by the firm including control mechanisms used for projects requiring varying staff skill mixes and changing workloads including a description of how subcontractors, if utilized, will be managed. Item 4.b. also addresses lines of control between management staff and staff assigned to this project.

The work plan should include the following:

- a. A description of how the vendor will communicate with LTC agencies to obtain information for the sample and communicate important information during and following data collection;
- b. A description of the sampling methodology
- c. The plan for formatting and distributing the survey and collecting survey responses;
- d. A description of the methods proposed to track response rate, collect and tabulate data;
- e. The soundness of the approach to identifying and resolving survey administration problems;
- f. A description of how data will be analyzed
- g. A description of the approach to defining, writing and distributing the specified reports;
- h. A description of the methods for protecting information collected and safeguarding any personally identifiable information.
- i. In addition, any item listed as fixed or variable work in section 3.2.1 (Financial Proposal) not described in the discussion of a-h above should be addressed, including any additional work identified

3) Experience and Qualifications of Proposed Staff

- a. This section should describe the number, type and position description of staff deemed necessary by the contractor in carrying out the scope of work in 4.0 and 5.0. The section should also include a discussion of how the proposed staff experience relates to the expertise needed by this RFP. Essential skills, knowledge, and expertise that must be present among the staff assigned to this project include extensive survey research expertise: survey development and design, expertise in sampling and survey methodologies, statistical analysis of survey data, and communicating orally and in writing the results of research studies for a variety of audiences on health care topic.

- b. The offeror's personnel categories may include, but not be limited to the following:

A Project Manager or Director – an individual with an advanced degree, preferably a Ph.D; and a minimum of eight years experience managing and conducting survey research projects. Experience in health care survey research is preferred.

A Research Analyst – an individual holding an advanced degree in epidemiology, biostatistics or a related field; and a minimum of five years experience in statistical programming and conducting

statistical analysis, preferably analysis of consumer surveys.

- c. In addition professional membership in a national organization for public opinion and/or healthcare research among key staff assigned to this project is desirable.
- d. This section should include individual resumes for personnel that are to be assigned to the project. Each resume should include the amount of experience the individual has had relative to the work called for in this solicitation. Resumes should include, at a minimum, the following categories: name; current position and responsibilities, previous positions listing number of years in each; proposed position in this contract; description of related experience, skills, or knowledge; and educational achievements. Letters of intended commitment to work on the project from proposed personnel, including contractors, should be included with the proposal.
- e. An organizational chart that shows lines of authority and reporting relationships among staff assigned to the project should be included. The organizational chart should also delineate lines of control between the staff assigned to the project and organization's senior management
- f. Subcontractors, if any, except for subcontractors that shall be used solely to satisfy the MBE subcontracting goal, shall be identified and a complete description of their role relative to the scope of work described in this RFP. Letters of commitment to work on the project from all personnel, including subcontractors, should be included with the proposal.

4) Corporate Qualifications

- a. This section should describe overall capabilities of the organization to meet the requirements of the RFP. Include descriptions of selected engagements for other clients involving services similar or equal to those requested by this RFP that were performed by the vendor. Describe the corporate experience in survey research including survey development and design, expertise in sampling and survey methodologies, statistical analysis of survey data, and communicating orally and in writing the results of research studies for a variety of audiences on health care topic.
- b. A minimum of three references from firms or organizations for which work of a similar related nature to this RFP was completed should be included. Each reference should identify the name of each organization, point of contact and telephone number. The Commission shall have the right to contact these references or any other references of its choosing, as part of the evaluation and selection process, or to not contact some or all references if deemed appropriate.
- a. The offeror must include documentation of fiscal integrity. Some acceptable methods include but are not limited to the following:
 - i. Dunn and Bradstreet Rating,
 - ii. Standard and Poor's Rating,
 - iii. Recently audited (or best available) financial statements,
 - iv. Evidence of a successful financial track record, and
 - v. Evidence of adequate working capital.

d. The offeror shall provide a Legal Action Summary that includes:

1) A statement as to whether there are any outstanding legal actions or potential claims against the vendor and a brief description of any such action.

2) A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.

3) A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.

4) Instances where litigation is ongoing and the offeror has been directed not to disclose information by the court provide the name of the judge and location of the court.

e. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- 1) The State contracting entity
- 2) A brief description of the services/goods provided
- 3) The dollar value of the contract
- 4) The term of the contract
- 5) The State employee contact person (name, title, telephone number and e-mail address)
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

5) Economic Benefit to the State of Maryland

The offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the offeror's performance of the contract resulting from this RFP. **Do not divulge your financial proposal when describing economic benefit.** Use percentages or other descriptive language in responding the items listed below. Economic benefits include:

- a. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category without divulging their actual bid price or combination of amounts and percentages that would allow calculation of the bid price.
- b. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal

income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

- d. Subcontract dollars committed to Maryland small business and MBEs.

In addition to factors listed above, the offeror should explain any other economic benefits to the State of Maryland that would result from the offeror's proposal.

2.2 Summary of items to be completed and submitted with Technical Proposal

- 1.) Bid/Proposal Affidavit
State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix C of Part VI of this RFP.
- 2.) References
- 3.) Organizational Chart
- 4.) Fiscal Integrity Documentation
- 5.) Legal Action Summary
- 6.) *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A, Appendix J) and MBE Participation Schedule (MBE Attachment B, Appendix J) in a sealed envelope
- 7.)
NOTE: If an offeror fails to submit MBE Attachment A and MBE Attachment B at the time of submittal of the offer as required, the Procurement Officer will deem the offer not reasonably susceptible of being selected for award of contract.
- 8.) Past State Experience
- 9.) Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).
- 10.) Living Wage Affidavit

3.0 Volume II: FINANCIAL PROPOSAL

3.1 Format

Offerors shall enter all price information on Appendix A : "Financial Proposal Sheet" and submit it under separate sealed cover as described in Part II, Section 1.1 above.

The Financial Proposal should be consistent with payment provisions set forth in Part IV, Section 2.2.

3.2 Summary of items to be completed and submitted with the Financial Proposal

- 1.) Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).

Prices to be reflected in financial proposal

As part of the financial proposal in Part III 3.0, the contractor shall submit prices for each survey type i.e. family survey or resident survey. Prices should be identified as fixed work and variable work. Fixed work should include, at a minimum, the following items:

- Survey format and layout
- Design of cover letters and envelopes
- Fixed printer charges for project set-up, form set-up,
- Obtaining sample from facilities, verifying sample, cleaning and entering sample
- Managing mailing of surveys
- Sample programming and sample generation
- Project updates
- *Writing analytical programming using appropriate statistical software
- *Development of weights for analysis, as needed
- *Running analysis of all items
- Developing and providing the facility-specific and statewide reports
- *Writing the methodological report and providing to MHCC

Any additional items not included in the above list but included in the fixed work pricing should be identified and fully described by the contractor.

Variable work is to be identified fully loaded per mailed survey. Variable work prices should include, at a minimum, the following items:

- Printing charges
- Outgoing postage
- Incoming Business Reply Mail postage
- Tracking returned surveys
- Scanning surveys and running data verifications
- Reminder calls, as a method of survey follow up, for example

Any additional items not included in the above list but included in the per mailed survey price should be identified and fully described by the contractor.

PART III

EVALUATION AND SELECTION PROCEDURE

1.0 Evaluation Committee

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, section 1.0, and if the required MBE documentation is included. Offerors that do not submit a properly completed and signed *MBE Utilization and Fair Solicitation Affidavit*, (MBE Attachment A, Appendix **H**) with their technical proposal will be found not reasonably susceptible for award. Proposals that do not meet the minimum requirements, or are otherwise found not reasonably susceptible for award will not be considered further and the financial proposal will be returned unopened. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the committee until the technical evaluation is completed. Alternatively, a separate committee may be established to evaluate financial proposals concurrently with the committee that is evaluating the technical proposals. In this case, the separate committees may have no contact with each other until the time that both committees have completed their assigned tasks.

1.1 Evaluation Criteria

The evaluation criteria set forth below are arranged in descending order of importance. (1 is more important than 2 and 2 is more important than 3, etc.).

1. Proposed work plan
2. Experience and qualifications of proposed staff
3. Statement of the problem
4. Corporate qualifications
5. Economic benefit to the state

1. PROPOSED WORK PLAN

- a. The overall approach to communication with LTC agencies to obtain information for the sample and communicate important information during and following data collection
- b. An understanding of the complexities involved in survey research including survey development, sampling and survey methodologies, statistical analysis of survey data and communicating the results of surveys to a variety of audiences.
- c. The soundness of the methodological approach proposed by the offeror.

- d. The approach to formatting and distributing the survey;
- e. The methods proposed to track response rate, collect and tabulate data;
- f. The soundness of the approach to identifying and resolving survey administration problems;
- g. The approach to analysis of data
- h. The soundness of the overall approach for defining, writing and distributing the specified reports;
- i. Appropriateness of the plan for protecting information collected and safeguarding any personally identifiable information.
- j. Are the proposed time frames realistic?
- k. Feasibility and reasonableness of the project and task-specific management approach given the requirements specified in Part I Section 4 of this RFP.
- l. To what extent does the proposed work plan succeed in meeting the requirements of the RFP?

2. EXPERIENCE AND QUALIFICATIONS OF THE PROPOSED STAFF

- a. Combined experience of the proposed staff in conducting consumer surveys, and other research projects, preferably in health care research, in analyzing data and interpreting the results, and producing reports for public use about satisfaction/experience of care.
- b. Experience of the proposed project manager in the management of survey research projects, preferably in health care research, and analysis of data from consumer surveys. How well are the named individuals matched to this project with respect to their past work experience and credentials.
- c. Experience of staff in designing, writing, and producing reports required by the project including experience interpreting and explaining technical information for general audiences.
- d. Are letters of commitment from each staff member assigned to the project included?
- e. Evidence of participation in a national organization for public opinion and/or healthcare research by key staff.

3. CORPORATE QUALIFICATIONS

- a. Does the vendor demonstrate experience in survey administration, analysis and interpretation of survey results and producing data for public report of health care information?
- b. Extent of corporate experience conducting work with survey administration and analysis of data.

- c. Extent of corporate experience producing written reports for public use from surveys or similar consumer activities conducted by the vendor;
- d. Is there a demonstrated corporate commitment to providing quality services?
- e. Evidence of demonstrated ability to produce high quality deliverables within fixed costs and time frameworks.
- f. Are there sufficient resources and personnel to complete the tasks?
- g. Evidence of participation in a national organization for public opinion and/or healthcare research by some corporate staff.

4. STATEMENT OF PROBLEM

- a. Clearly demonstrate an understanding of the scope of work.
- b. The offeror's understanding of the goals and mission of the MHCC as it relates to the work proposed in this RFP.
- c. Extent of offerors's description of purposes and use of experience of care surveys.
- d. Specific contribution sought by the solicitation is understood.

5. ECONOMIC BENEFIT TO STATE OF MARYLAND

- a. How many contract dollars are to be recycled into Maryland's economy?
- b. How many and what types of jobs for Maryland residents will result?
- c. Is any other economic benefit to the State of Maryland identified?
- d. Estimates subcontract dollars committed to Maryland small business?

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP, if any, have been met, including submission of a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) in cases where a subcontracting goal has been established. Any technical proposal that does not include a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) will be determined "not reasonably susceptible for award of contract." Any offeror who does not meet minimum requirements will be declared "not responsive." If either determination is made at this point the offeror's proposal will be returned without opening the financial portion. The committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of

being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, that offeror will be notified and the financial proposal returned unopened if possible.

Following the completion of the technical evaluation of all offerors, including any discussions, the committee will rank each qualified offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified offeror will then be distributed to the committee. If an MBE subcontracting goal has been assigned to the solicitation, the Procurement Officer will first determine if a completed *MBE Participation Schedule* (MBE Attachment B, Appendix J) has been included with the financial proposal. If not, the entire proposal will be declared "not reasonably susceptible for award of contract," and will not be given further consideration. The committee may then reenter into discussions concerning the qualified proposals. Unless already evaluated by the financial team, at this point the committee will rank each offeror's financial proposal from lowest to highest cost to the State. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (BAFO) (See Part III, Section 1.4).

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP. In the case of multiple awards the next advantageous, and the next after that up to the number stated in Part I, Section 1.0, will also be recommended. In arriving at this recommendation, the technical proposal will be afforded more weight than the financial proposal.

As permitted by COMAR 21.05.03.03A (6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

The Department will notify all offerors of the outcome of the solicitation. If an MBE subcontracting goal was established for this solicitation, the notification will include instructions and the deadline for the recommended offeror to submit the remaining MBE documentation: *Outreach Efforts Compliance Statement* (MBE Attachment C) and *MBE Subcontractor Project Participation Statement* (MBE Attachment D). Once all contract approvals have been obtained, notice of award of the contract will be published by the DHMH in the Maryland eMM.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of the MHCC.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise either their initial technical or initial financial proposal or both initial proposals by submitting a Best And Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is in the State's best interest to conduct additional discussions or change the Department's requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The Department shall honor requests for debriefings at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award, or the proposed award, of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

PART IV GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

1.1 Pre-proposal Conference:

See Key Information Summary Sheet.

1.2 Questions and Inquiries

Questions may be submitted in writing to the Procurement Officer, swiggins@mhcc.state.md.us, until **Friday, February 5, 2010 at 4:00 p.m. EST**. Questions will be answered in writing only, with both the question(s) and answer(s) being distributed to all persons known by the Issuing Office to have obtained the RFP. Responses to any and all questions will be posted to eMaryland Marketplace, DHMH and MHCC websites.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from the Procurement Officer prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (See COMAR 21.10.02.03).

1.3 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. Acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

1.4 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical and financial proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (See Part II, section 1.1, A) This copy must also include a statement by the offeror regarding the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.14, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.5 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to the Issuing Office prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however, offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.6 Late Actions

A proposal, request to withdraw a proposal, or a modification to a proposal is late, if the Issuing Office does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal or late modification will not be considered, except under the following circumstances:

- A. When a late proposal is received before contract award and the proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.
- B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the State. (See COMAR 21.05.02.10)

1.7 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interests of the State of Maryland.

1.8 Incurred expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.9 Multiple Proposals

An offeror **may not** submit multiple proposals in response to this solicitation.

1.10 Alternate Proposals

An offeror **may not** submit an alternate proposal in response to this RFP.

1.11 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's Department of Assessments and Taxation, and Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract, including option years.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.12 Reserved

This subsection has been left intentionally blank.

1.13 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, Appendix B, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the Department to have a legitimate interest in them.

1.14 MBE Requirements

The MBE subcontracting goal for any contract(s) resulting from this solicitation is **25%**. Minority businesses are strongly encouraged to submit an offer in response to this RFP.

2.0 CONTRACT INFORMATION

2.1 Duration of Contract

The contract(s) resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion of the State and shall comply with all terms and conditions in force at the time the option exercised.

2.2 Invoicing/Payment/Retainage/Withholding

A. Invoicing

The contractor shall bill the MHCC in accordance with the Deliverable Schedule in Section 5.0.

Invoices must be addressed to:

Carol Christmyer
Maryland Health Care Commission
4160 Patterson Ave.
Baltimore, MD 21215

with one copy of this invoice, marked "copy", submitted to:

Bridget A. Zombro
Maryland Health Care Commission
4160 Patterson Ave.
Baltimore, MD 21215

All invoices must (at a minimum) be signed and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

B. Payment

The contractor shall submit an invoice for progress payment as described above, by Key Performance Indicators and Deliverables.

Payments will be made by the MHCC in response to a properly submitted invoice in accordance with the following schedule of deliverables in accordance with Part I, section 4.0, Services To Be Performed. There may be no progress payment for any deliverable that is deficient or unsatisfactory, or otherwise unacceptable to the MHCC.

Electronic Funds Transfer (EFT) is available. If the Contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Appendix I**).

The MHCC reserves the right to reduce or withhold contract payment in the event the contractor does not provide the MHCC with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the contractor brings itself into full compliance with the contract. Any action on the part of the MHCC, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

- C. Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

Prompt Pay Requirements

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts.

2.3 Contract Type

The contract resulting from this RFP will be a Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the fixed work component and an Indefinite Quantity Contract with firm fixed unit prices as described in COMAR 21.0.03.02 and 21.06.03.06 with respect to the unit work.

2.3 Subcontracting

With prior written approval by the MHCC, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to the MHCC for the proper accomplishment of all elements of the contract.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractors must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.4 Contract Document

Part V of this RFP will serve as the contract between the MHCC and the successful offeror for goods/services detailed in Part I of this RFP. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and the Maryland Health Care Commission and the successful vendor execute the contract.

2.5 Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in **Appendix G**. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award.

2.6 Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of the MHCC, subject to any additional approvals as may be required by State law. No amendment to this contract shall be binding unless so approved.

2.7 Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the MHCC's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the MHCC's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.8 Reciprocal Preferences

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

- 2.9 Reserved
- 2.10 Reserved
- 2.11 Reserved
- 2.14 Standard Contract Clauses

All vendors should thoroughly review the following mandatory contract clauses. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part I of this RFP.

Both parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract(s), if any.

1. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI-YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the MHCC's rights or the Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the MHCC from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The State shall notify the

Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. MODIFICATION OF CONTRACT - GENERAL

This contract may be amended as the MHCC and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. MODIFICATION OF CONTRACT - SALARY INCREASES AND EMERGENCIES

Subject to the approval of the Department of Budget and Management, the MHCC shall have the ability to supplement this contract for:

- A. Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or
- B. unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform as per this contract.

7. NON - HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

8. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

9. DISPUTES

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02 the Contractor must file a written notice of a claim with the procurement officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

10. MARYLAND LAW PREVAILS

The Provisions of this contract shall be governed by the laws of the State of Maryland.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

13. TERMINATION FOR DEFAULT

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the MHCC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the State's property. The MHCC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the MHCC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. TERMINATION FOR CONVENIENCE

The MHCC may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the Department shall determine that the termination is in the best interest of the State. The MHCC will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. TAX EXEMPTIONS

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia

sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

16. ARREARAGES

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

17. NON-ASSIGNMENT

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the MHCC's contract monitor.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE - OTHER THAN RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

19. DOCUMENTS RETENTION AND INSPECTION CLAUSE - RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements of Clause 18, above:

- A. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- B. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

20. INDEMNITY (HOLD HARMLESS) CLAUSE

- A. Definitions:
For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the Contractor, its officers, employees, agents, and representatives.
- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Subcontractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by Contractors

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of the State

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

D. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

21. COST AND PRICE CERTIFICATION

- A. The Contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

22. PAYMENT OF STATE OBLIGATIONS AND INTEREST

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.
- C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
 - (1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
 - (2) The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
 - (3) The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
 - (4) The proper invoice has been received by the party or unit of government specified in the contract.
 - (5) The invoice is not in dispute.
 - (6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
 - (7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest

within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

23. **INSPECTION OF PREMISES**

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

24. **INCORPORATION BY REFERENCE**

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offeror except for any portions specifically excluded by contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the contract.

25. **SPECIFICATIONS**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

26. **DELIVERY AND ACCEPTANCE**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. **ANTI-BRIBERY**

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

28. **REGISTRATION**

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign

corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

29. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. PATENTS, COPYRIGHTS, TRADE SECRETS & INDEMNIFICATION

If the contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use the item or items. The contractor hereby grants to the MHCC a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, MHCC, DHMH, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

32. STATE CONTRACT PREVAILS

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

33. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, § 13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.

34. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Maryland Health Care Commission (MHCC).

The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to MHCC and shall become and remain the exclusive property of MHCC during and upon termination or completion of the services required to be performed under this contract.

MHCC shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for MHCC, the contractor hereby transfers and assigns to MHCC all of its rights, title and interest (including all intellectual property rights) to all products created under this contract, and will cooperate reasonably with MHCC in effectuating and registering any necessary assignments.

The contractor shall report to the MHCC, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if markings are affixed, the MHCC shall have the right at any time to modify, remove, obliterate, or ignore the markings.

35. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. PRE-EXISTING REGULATIONS

In accordance with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

37. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§ 14-101—14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in

excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

38. COMPLIANCE WITH LAWS

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

39. PROHIBITION OF SEXUAL HARASSMENT

The Contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by MHCC, in all sub-contracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

40. COMMERCIAL NONDISCRIMINATION

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19

of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

41. **Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see **Attachment F** entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

NOTE: If the Offeror fails to submit and complete the Affidavit of Agreement, the MHCC may determine an Offeror to be not responsible.

Prompt Payment Directive – In accordance with the Directive by the Governor's Office of Minority Affairs dated August 1, 2008:

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1. Not process further payments to the contractor until payment to the subcontractor is verified
 - 1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

- 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.5. Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
 3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1. Affect the rights of the contracting parties under any other provision of law;
 - 3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 3.3. Result in liability against or prejudice the rights of the Agency.
 4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
 5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 5.2. This verification may include, as appropriate:
 - 5.2.1. Inspecting any relevant records of the contractor;
 - 5.2.2. Inspecting the jobsite; and
 - 5.2.3. Interviewing subcontractors and workers.
 - 5.2.4. Verification shall include a review of:
 - 5.2.4.1. The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 5.3. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
 - 5.3.1. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - 5.4. If the Agency determines that a contractor is in material noncompliance with MBE

contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

5.4.1. Terminate the contract;

5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or

5.4.3. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

THE REMAINDER OF THIS PAGE IS BLANK

PART V

CONTRACT

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In so doing, the offeror binds itself to all of the provisions, terms, and specifications contained in the contract.

- A. **PARTIES TO THE CONTRACT** -- Each party to this agreement represents and warrants to the other that it has the full right, power, and authority to execute this contract. The contractual agreement resulting from this RFP, **MHCC 11-001**, is by and between

_____,
hereinafter called the *Contractor* or the *Vendor*, and the **Maryland Health Care Commission**, a unit of the State of Maryland Department of Health and Mental Hygiene, hereinafter called the *State*, the MHCC, *Department*, and/or *DHMH*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

- B. **CONTRACT TERM AND PRICE**-- The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

Contract Term	Begin	End	Amount
Base Contract	_____	_____	\$ _____
Option #1 (if any)	_____	_____	\$ _____
Option #2 (if any)	_____	_____	\$ _____
Total Amount of Options	\$ _____		

Total Potential Cost of Contract with Options \$ _____

- D. **CONTRACT AND APPROVAL IDENTIFIERS** -- Identifiers for this contract shall include, but not necessarily be limited to:

The Contract Number: **MHCC 11-001**

ADPICS Number: _____

EMaryland Market Place Contractor Registration Number*: _____

*Note: Contract will not be awarded without eMM registration number.

E. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document **MHCC 11-001** Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the **CONTRACTOR**)

By: _____

(Signature)

Name(Typed)

Title(Typed)

Date

(Signatory for the **Maryland Health Care Commission**
shall be the **Executive Director** or designee)

By: _____

Rex W. Cowdry, Executive Director

OR DESIGNEE

(Signature)

Name(Typed)

Title(Typed)

Date of signing by Secretary or Designee

Approved as to form and Legal Sufficiency

This _____ day of _____, 20 _____

By: _____
Name

Name (Typed)

PART VI
APPENDICES

Appendix A

Table A

Type of LTC Survey	Estimated # of agencies	Survey Respondents	Estimated Sample	Criteria For Inclusion	Proposed Exclusions
Nursing Home Family Survey	225	Responsible parties/family members who visit the resident	18,000	Resident was in the nursing home within the last six months	Responsible parties who are residents of a nursing facility or with an address of a nursing facility
Nursing Home Resident Survey	60-80	Recently discharged residents	3,500-5,500	Residents with stays of 5-90 days discharged within the last three months	Residents discharged from the nursing home to another health care facility

Financial Proposal - Worksheet 1

Nursing Home Family Survey

Fixed Price Work	Contract Year 1	Contract Year 2	Contract Year 3	Option Year
Survey layout and formatting	\$	\$	\$	\$
Design cover letters and envelopes	\$	\$	\$	\$
Fixed printer charges	\$	\$	\$	\$
Sample prep: obtaining from facilities, verifying, cleaning and entering	\$	\$	\$	\$
Sample programming and generation	\$	\$	\$	\$
Manage mailing of surveys	\$	\$	\$	\$
Project updates	\$	\$	\$	\$
Writing analytical programming	\$	\$	\$	\$
Development of weights for analysis, as needed	\$	\$	\$	\$
Running analysis of all items	\$	\$	\$	\$
Developing and distributing facility-specific and statewide reports	\$	\$	\$	\$
Writing the methodological report	\$	\$	\$	\$
Total (for each Year)	\$	\$	\$	\$

Total for Fixed Price Work (Sum the totals from Year 1, Year 2, Year 3 and Option Year) \$_____ (A)

Variable Price Work:

Year One

Price Per Mailed Survey _____ X Number of Surveys_____ = \$_____ (B)

Year Two

Price Per Mailed Survey _____ X Number of Surveys_____ = \$_____ (C)

Year Three

Price Per Mailed Survey _____ X Number of Surveys_____ = \$_____ (D)

Option Year

Price Per Mailed Survey _____ X Number of Surveys_____ = \$_____ (E)

Total for Variable Price Work (B) + (C) + (D) + (E) = \$_____ (F)

Financial Proposal - Worksheet 2
Nursing Home Resident Survey

Fixed Price Work	Contract Year 1	Contract Year 2	Contract Year 3	Option Year
Survey layout and formatting	\$	\$	\$	\$
Design cover letters and envelopes	\$	\$	\$	\$
Fixed printer charges	\$	\$	\$	\$
Sample prep: obtaining from facilities, verifying, cleaning and entering	\$	\$	\$	\$
Sample programming and generation	\$	\$	\$	\$
Manage mailing of surveys	\$	\$	\$	\$
Project updates	\$	\$	\$	\$
Writing analytical programming	\$	\$	\$	\$
Development of weights for analysis, as needed	\$	\$	\$	\$
Running analysis of all items	\$	\$	\$	\$
Developing and distributing facility-specific and statewide reports	\$	\$	\$	\$
Writing the methodological report	\$	\$	\$	\$
Total (for each Year)	\$	\$	\$	\$

Total for Fixed Price Work (Sum the totals from Year 1, Year 2, Year 3 and Option Year) \$_____ (G)

Variable Price Work:

Year One

Price Per Mailed Survey _____ X Number of Surveys_____ =\$_____ (H)

Year Two

Price Per Mailed Survey _____ X Number of Surveys_____ =\$_____ (I)

Year Three

Price Per Mailed Survey _____ X Number of Surveys_____ =\$_____ (J)

Option Year

Price Per Mailed Survey _____ X Number of Surveys_____ =\$_____ (K)

Total for Variable Price Work (H) + (I) + (J) + (K) = \$_____ (L)

Financial Proposal - Worksheet 3 Rates by Labor Category

UNIT WORK:

The offeror shall plan for 10 hours of unit work in Part I, Section 4.8. The offeror shall submit a fully loaded fixed hourly rate, which shall be charged for any unit work, requested by the MHCC. The rate of unit work shall include all indirect costs, overhead, out-of-pocket costs, etc., the offeror expects to incur in connection with the resulting contract other than travel costs. In-State travel costs (including travel to Washington, D.C.) for unit work will not be reimbursed. Out-of-State travel costs for unit work will be reimbursed only for out-of-state travel that has received the prior written approval of the Contract Monitor, and then only up to the maximum rates allowed by State employees. Travel time, however, is not reimbursable. All unit work will be reimbursed only upon the written approval of the Contract Monitor

Unit Work Price = Price for one (1) hour of unit work.

Professional Category	Hours Projected (P)	Unit Work Price (H)	Total (P x H)
	10	\$ _____	\$ _____ (M)
	10	\$ _____	\$ _____ (N)
Total for Unit Work (M + N) =			\$ _____ (O)

Total Contract Price = A + F + G + L + O = \$ _____
(Basis of Award)

Offeror shall supply a detailed budget to support the total "Basis for Award" Price entered above

Authorized Signature

Date

OFFEROR

FEDERAL TAX ID #

NOTE #1: The Commission intends to make a Single Award as a result of this solicitation. The Contract that results from this RFP shall be a combination Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the Fixed Work services and an Indefinite Quantity Contract with Firm Fixed Unit Prices as described in COMAR 21.06.03.02 & 21.06.03.06 with respect to the Unit Work services.

NOTE #2: The "Total Contract Price" specified above is based on model quantities for the Unit Work services and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated for Estimated Hours of Unit Work are not a guarantee of any minimum or maximum amounts under this contract and may change at any time during the term of the contract, or renewal option period if exercised. The actual amount to be paid to the Contractor will be calculated using 1) the Firm Fixed Prices specified on the Financial Proposal Sheet for the Fixed Work and Variable Work services, and 2) the actual number of hours authorized and accepted by the Commission for Unit Work.

NOTE #3: All Proposed prices entered above are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this RFP. The Proposed prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

NOTE #4: Price Per Survey (Variable Price Work): This should be a fully loaded fixed rate which will be charged for each survey completed. The Price Per Survey should include, at a minimum, the following costs:

- *Survey format and layout
- *Design of cover letters and envelopes
- *Fixed printer charges for project set-up, form set-up,
- *Obtaining sample from facilities, verifying sample, cleaning and entering sample
- *Managing mailing of surveys
- *Sample programming and sample generation
- *Project updates
- *Writing analytical programming using appropriate statistical software
- *Development of weights for analysis, as needed
- *Running analysis of all items
- *Developing and providing the facility-specific and statewide reports
- *Writing the methodological report and providing to MHCC

Appendix C

MHCC DATA USE AGREEMENT

Contract Number MHCC- 11-001

AGREEMENT REGARDING DATA COLLECTED ON BEHALF OF THE MARYLAND HEALTH CARE COMMISSION

This is an agreement between the _____, hereafter "Contractor," and the **Maryland Health Care Commission (MHCC)**. It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties or users of long term care services in Maryland agencies.

1. **Conditions stating Scope of Use of the Information.** The Contractor warrants that the facts, statements, and other representations made in its Contract with the MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. The Contractor is bound by the terms of its Contract in the protection of any data obtained in the course of this contract. At the conclusion of this agreement or on the completion of work, the Contractor will return all data files, including analysis files developed for work under the contract and certify to the MHCC that all data has been removed from the Contractor's system and that all back-up files have been destroyed by the Contractor.
2. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Contractor warrants that all personally identifiable or respondent-specific information will be maintained on a password-protected computer and in a locked office. No respondent information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which the Contractor warrants and guarantees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.
3. **Breach of Agreement.** Any unauthorized use of the data provided or collected by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may

constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. **Consequences upon Breach of Agreement.** In the event that the MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released or collected under this agreement and to provide no further data.
5. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, the MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that the MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney's fees and costs to the MHCC. The Contractor agrees to indemnify and hold harmless the MHCC for any harm to third parties resulting from any breach by the Contractor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor's activities under this agreement.
6. **Rights in Data.** The parties agree that the MHCC retains all ownership rights to the data collected and reports produced under the contract referenced by this agreement and that the Contractor does not obtain any right, title, or interest in the data furnished by or collected on behalf of the MHCC.

The contractor may request, in writing, use of data without individual identifiers for research purposes. Such requests will be considered by the MHCC for up to six months following completion of the contract.

7. **Modification.** The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.
8. **Jurisdiction.** The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.
9. **Custodian.** The following named individual is designated as "Custodian" of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.
10. **Acknowledgements and Signatures.** On behalf of the Contractor, _____, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

Printed Name

Signature

Date

Name and Title of Custodian Typed or Printed

Signature

Date

On behalf of the MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

Bruce Kozlowski, Director, Center for Long-term and Community-based Services

Signature

Date

**Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Telephone: 410-764-3460**



Requirements for Web Development

The contractor selected to conduct the nursing home surveys will not be expected to produce new web applications, but the requirements shown below or any applicable updates to this documents must be followed in formatting information to be included on the web site. t

Last Update: 10/16/2009

General Requirements

All web development must be done using VB.NET in Microsoft Visual Studio 2008 and must be designed to be fully accessible to non-visual users (see *accessibility requirements*). The Web server environment is Microsoft Windows Server 2008, IIS V7, .NET V3.5, using Microsoft SQL Server 2005.

All applications will be fully developed and tested in the developer's test environment before installation on an MHCC server where it will be tested in the production environment. MHCC will be notified before installation on an MHCC production server. All software, web application design and database structures must be approved by MHCC prior to development. Deliverables include installation and testing to be completed on the MHCC server at least 2 weeks prior to being live on the website.

All user data queries, including inputs such as variables, text boxes, URL parameters, to the SQL Server must be coded to prevent SQL injection attacks by not allowing client-supplied data to directly modify the intended SQL statement syntax.

The highest priority of the development is to design the application so that data updates and modifications or additions to the application can occur in a straightforward and simple manner by the staff of the Commission. The following should be met in the application design:

1. when data updates are needed, a simple replacement of the SQL tables should be all that is necessary for the application to run
2. when modifications are needed to the language on the web pages, the amount of information presented, or addition of new pages, these can be easily integrated into the existing application by Commission staff.

Resumes, a letter of commitment, references and samples of similar work done within the past year must be provided from web application staff with the bid. If the application development is subcontracted, the same items are required.

Accessibility Requirements

Maryland law requires that all state websites be accessible to non-visual users. COMAR 17.06.02 requires that Maryland state government agencies provide information technology (IT) that is non-visually accessible. IT includes web sites, which are a primary means for the public to gain information about and access to services from the state. This law is compliant with federal standards in Section 508B which is an amendment to the Workforce Rehabilitation Act of 1973, requiring that all electronic information developed or purchased by the federal government be made accessible to people with disabilities.

Any use of java scripting, AJAX or any other type of scripting or code must accommodate non-visual access to the application. The vendor is expected to be familiar with accessibility law and to be able to develop web applications accordingly.

Search Engine Requirements

The Commission uses Google Analytics to analyze utilization of the website. Google tracking code must be inserted on all web pages to facilitate this analysis. The code could be used as part of the website template and is as follows:

```
<script src="http://www.google-analytics.com/urchin.js" type="text/javascript"></script>
<script type="text/javascript">_uacct = "UA-438103-1"; urchinTracker(); </script>
```

Requirements for Web Development

Application Testing Requirements

1. All software applications shall be thoroughly tested before delivery. The vendor shall document the tests that were conducted. The testing shall be appropriate to the application developed. Applications should be tested using real data which can be obtained from MHCC.
2. Applications will be tested thoroughly on the MHCC server before going live and testing will be complete at least 2 weeks prior to production.

Deliverables

The vendor shall provide MHCC with an application design document prior to the start of development which will include the following:

- Flow chart of the application
- Description of how the application will be coded
- Description of how ADA compliance will be addressed
- preliminary structure of the SQL tables used
- design and implementation schedule
- any software acquisition which is not specified here must be pre-approved by the Commission

The final application design shall provide the following:

- electronic copy of data dictionary including data source, field names, labels, type, length, valid value range, whether missing values are valid. If Access or SQL database used, then need same info for each table.
- Help screens
- Flow chart of the application including decision-making points and screen shots with the field names noted
- Documentation of database tables and views with keys identified
- an electronic copy of all developed software and web pages
- documentation of any data cleaning and/or processing procedures
- documentation of the data update process

If the application is a web-based survey then the following must also be included:

- List of error checks and messages programmed for each input field,
- Skip patterns (if questions can be skipped depending on facility type or question),
- Calculated and pre-loaded fields identified indicating their source and the calculation
- Drop-down box values
- Help screens

Appendix E

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Department of Health and Mental Hygiene shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal which has been received at the appropriate mailroom or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box.

For Hand Deliveries by Vendors and Deliveries By Commercial Courier Services

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Department's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is received at the Reception's Desk.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box.

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the MHCC Procurement Officer identified in the RFP or call (410) 764-3329.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL
NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise

Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for

payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly
authorized representative of [name of business]

_____ and that I
possess the legal authority to make this Affidavit on behalf of myself and the business for which
I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX
PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____)
corporation registered in accordance with the Corporations and Associations Article, Annotated
Code of Maryland, and that it is in good standing and has filed all of its annual reports together
with filing fees, with the Maryland State Department of Assessments and Taxation, and that the
name and address of its resident agent filed with the State Department of Assessments and
Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of,
all taxes due the State of Maryland and has filed all required returns and reports with
Comptroller of the Treasury, the State Department of Assessments and Taxation, and the
Department of Labor, Licensing, and Regulation, as applicable, and will have paid all
withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations,
certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit
dated _____, and executed by me for the purpose of obtaining the contract to
which this Exhibit is attached remains true and correct in all respects as if made as of the date of
this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____
(Authorized Representative and Affiant)

**MBE SUBCONTRACTING PARTICIPATION
INSTRUCTIONS**

ATTACHMENTS A – H

Appendix H

MBE SUBCONTRACTING PARTICIPATION INSTRUCTIONS FOR THE RFP

MBE ATTACHMENTS A-H

If this procurement contains MBE subcontract participation goals, offerors, including those offerors that are certified MBEs, shall:

- (a) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
- (b) Solicit certified MBEs in writing at least 10 days before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
- (c) Attempt to make personal contact with the certified MBEs solicited and to document these attempts;
- (d) Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and
- (e) Attend pre-proposal or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

The MBE documentation which must be submitted is set out below.

I. The offeror shall submit one original and two copies of a completed Certified MBE Utilization and Fair Solicitation Affidavit (MBE Attachment A), signed by the offeror, which shall become part of the contract. Offerors shall select either box 1b or 1c to reflect their anticipated compliance or inability to comply with the established goal. Failure to include this Attachment A with the proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract. NOTE: Attachment A and Attachment B shall be placed together in a separate envelope labeled "MBE Attachments".

II. The offeror shall submit one original and two copies of a completed MBE Participation Schedule (MBE Attachment B), signed by the offeror, which shall become part of the contract. Part I of Attachment B shall be completed regardless of the selection made on Attachment A. In the event box 1b or 1c is selected on Attachment A and a partial waiver is requested, Part II of Attachment B shall be completed. In the event box 1c is selected on Attachment A, and a full waiver is requested, Part II of Attachment B shall be left uncompleted. Failure to include this Attachment B with the proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract.

If completed, Part II of Attachment B shall include the following information:

- (a) The name of each proposed MBE who will participate in the project, the specific percentage of the total contract price represented by each subcontract and a description of the services to be performed or items to be furnished by the MBE. Use of "TBD" for any of these required items is unacceptable.

Note: The percentages of the Total Contract Price to be performed by each MBE must, when added together, at least equal the percentage of MBE participation indicated on Attachment A.

- (b) Any other documentation considered appropriate by the Department of Health and Mental Hygiene to ascertain compliance with the Contract's MBE participation goal.

Failure to include either MBE Attachment A or B will render the entire proposal not reasonably susceptible of being selected for award and cause the Department to return the RFP without further consideration.

III. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed Outreach Efforts Compliance Statement (MBE Attachment C), signed by the offeror, which shall become part of the contract. It shall include:

- (a) A listing of specific work categories identified by the offeror in which there are subcontracting opportunities,
- (b) Copies of written solicitations used to solicit certified MBEs for these subcontracting opportunities.
- (c) A description of the offeror's attempts to personally contact the solicited MBEs.
- (d) A description of offeror's efforts to fulfill or seek waiver of bonding requirements, if bonding is required.

IV. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed MBE Subcontractor Project Participation Statement (MBE Attachment D) for each MBE subcontractor identified in MBE Attachment B. The identify of each MBE subcontractor for whom an Attachment D is submitted must be the same as those included on the MBE Participation Schedule (MBE Attachment B), unless any changes in MBE subcontractors have been submitted to and approved by the Department. Each Attachment D shall be signed by both the offeror and the MBE listed and include:

- (a) A statement of intent to enter into a contract between the prime contractor and the subcontractor if a contract is executed between the Department of Health and Mental Hygiene and the prime Contractor.
- (b) The amount and type of bonds required of that MBE subcontractor, if any.

V. Whenever a modification is entered into or an option is exercised in regard to this contract, the contractor will be required to provide a new MBE Participation Schedule (MBE Attachment B) for each MBE subcontractor affected, which shall be submitted to the Office of Contract Policy, Management and Procurement with the modification or option submission package. If an MBE subcontractor, previously listed on the MBE Participation Schedule, has changed from the original submission, MBE Attachments B & D must be submitted for that MBE subcontractor with the request for a modification or exercise of an option.

VI. MBE Participation Waiver

If, before submitting his proposal, the offeror is unable to achieve the Contract goal for certified MBE participation, the offeror shall submit instead of or in conjunction with an MBE Subcontractor Project Participation Statement, a request in writing for a waiver with justification, to include the following:

- (a) A detailed statement of the efforts made to select portions of the proposed work to be performed by the certified MBEs in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs including the names, addresses, dates, and telephone numbers of the certified MBEs contacted and a description of the information provided to the certified MBEs regarding plans, specifications, and anticipated time schedules for the portions of the work to be performed by certified MBEs;
- (c) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) In the event no certified minority subcontractors are found to be available, a signed and notarized MBE Statement of Unavailability (MBE Attachment E) must be prepared by the offeror, including the names, addresses, dates, and telephone numbers of the certified MBEs contacted, and the reason each MBE is unavailable.

COMAR (Code of Maryland Regulations) 21.11.03.11 governing the MBE waiver is included as MBE Attachment F.

VII. MBE Participation Compliance

To assure compliance with certified MBE subcontract requirements, the Department shall conduct periodic reviews and require periodic reports from both the prime contractor and the certified MBE subcontractor(s). The reviews and reports shall include:

(a) A Prime Contractor Unpaid MBE Invoice Report (MBE Attachment G) listing any unpaid invoices, over 30 days old, received from any certified MBE contractor, the amount of each invoice and the reason payment has not been made.

(b) A Subcontractor Payment Report (MBE Attachment H) that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. A requirement that the MBE provide this report to the Prime Contractor monthly shall be included in the subcontract between the Prime Contractor and the subcontractor.

One copy of each report noted above, is to be submitted monthly to the Department's Contract Monitor as listed on page ___ of this solicitation and to the Office of Community Relations, 5th floor, 201 West Preston Street, Baltimore MD 21201 (410) 767-6600.

(c) The Prime Contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of the work performed.

(d) The offeror, by submitting a proposal, in the event of contract award, shall consent as prime contractor to provide such documentation as is reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

VII. All questions related to certification, as an MBE must be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
P.O. Box 8755
BWI Airport
Baltimore, Maryland 21240
Telephone: (410) 865-1269

Certified MBE Utilization
and Fair Solicitation
Affidavit

MBE Attachment A

NOTICE

If the bidder or offeror fails to properly complete and submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Complete the information requested below in paragraphs 1 and 1a.

1. In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1a. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the solicitation, subgoals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned.

Check paragraph 1b. or 1c. If paragraph 1c is selected, fill in the percentage of MBE participation to be achieved (from 0% up to per cent specified in RFP).

☐ 1b. I have made a good faith effort to achieve this goal and intend to meet or surpass it. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage(s) of MBE participation noted above in 1a.

OR

☐ 1c. After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I propose to achieve MBE participation of _____% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that I or the firm I represent is the recommended bidder or recommended offeror, I will submit a written waiver request compliant with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage of MBE participation I am able to achieve as indicated above.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (MBE Attachment B) with the bid or financial proposal.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (Attachment C)

(b) Subcontractor Project Participation Statement (Attachment D)

(c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)

(d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
5. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

Submit this Affidavit with Bid/Technical Proposal
Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201

MBE Participation Schedule

◀◀◀◀◀ NOTICE ▶▶▶▶▶

The bidder shall complete Part I in all cases. If Box (1b.) is selected in Attachment A, Part II shall be completed to identify all MBE subcontractors, describe the work each will perform and provide the percentage of the Total Contract Amount that each will receive. DO NOT USE "TBD" IN ANY OF THESE FIELDS.. If Box (1c.) is selected on Attachment A, MBE subcontractors that will partially meet the goal shall be identified, or, if a total waiver is requested, Part II need not be completed. In no case, however, shall this Attachment be omitted in its entirety or submitted without completing Part I and signing. If the bidder or offeror fails to submit the form with the bid or financial proposal as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

NOTE: It is essential that if either complete or partial compliance with the MBE goal set out in the solicitation is selected, the sum of the percentages of the Total Contract Price for all of the MBE subcontractors identified below shall at least equal the percentage of MBE subcontracting which is committed to on Attachment A.

PART I.

Prime Contractor: (Firm Name, Address, Phone)	Project Description
Project Number: <u>MHCC 11-001</u>	Total Contract Amount: \$

PART II.

List Information For Each Certified MBE Subcontractor On This Project

A. Subcontractor (Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	

B. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
C. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
D. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	Percentage of Total Contract:
E. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	

Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
F. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
G. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
H. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	

Sum of Percentages of Total Contract Price

MBE Subcontractor A percentage _____

+ MBE Subcontractor B percentage _____

+ MBE Subcontractor C percentage _____

+ MBE Subcontractor D percentage etc _____

TOTAL Percentage: _____ (Must be equal to or greater than MBE percentage indicated on

MBE Attachment A)

Document Prepared By:

Name _____ Title _____

List Additional MBE Subcontractors or Provide Additional Comments on Separate Form.

Outreach Efforts

Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No._____, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories (Attach additional pages if necessary):
 -
 -
 -
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs. (Attach additional pages if necessary):
 -
 -
 -
4.
 - ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (Describe Efforts) (Attach additional pages if necessary)
 - ☐ This project does not involve bonding requirements.
5.
 - ☐ Bidder/Offeror did / did not attend the pre-bid conference.
 - ☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

To Be Submitted By Recommended Bidder/Offeror

Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201

Subcontractor
Project Participation Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule (MBE Attachment B)

Provided that _____ is awarded the State contract in
(Prime Contractor Name)
conjunction with Solicitation No. _____, the Prime Contractor and
_____ MDOT Certification No. _____, _____, intend to
(Subcontractor Name)
enter into a contract by which Subcontractor shall _____
(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor:

-
-
-

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date

MBE Attachment E

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm
of _____
(Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise is
either unavailable for the work /service in relation to project number _____, or is unable to prep
the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Number)

(Street)

(City)

(State)

(Zip)

(Signature)

(Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE
Cert.# _____
(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)
was offered the opportunity to bid on project number _____,
ON _____
(Date)
by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE

MINORITY BUSINESS ENTERPRISE PARTICIPATION

Prime Contractor Unpaid MBE Invoice Report

To Be Completed Monthly by Prime Contractor

Report Month/Yr _____

**Report Due by 15th of
following month.**

Contract # _____

Contracting Unit _____

Contract Amount _____

MBE Subcontract Amount _____

Contract Begin Date _____

End Date _____

Prime Contractor Name _____

Contact Person _____

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

email _____

Subcontractor Name _____

Contact Person _____

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

email _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

1. _____

2. _____

3. _____

Total Amount Unpaid \$ _____

****If more than one MBE subcontractor is used for this contract, please use separate report forms. Return one copy of this form to each of the following (3) addresses:**

_____ Contract Monitor
_____ Contracting Unit

Ms. Beverly Spence
Maryland DHMH
DHMH
Office of Community Relations
201 W. Preston St. 5th floor
Baltimore, MD 21201

Signature _____ Date _____

MBE ATTACHMENT H

**MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Subcontractor Payment Report

To Be Completed Monthly by MBE Subcontractor

Report Month/Yr _____

**Report Due by 15th of
following month.**

Contract # _____

Contracting Unit _____

Contract Amount _____

MBE Subcontract Amount _____

Contract Begin Date _____

End Date _____

Prime Contractor Name _____

Contact Person _____

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

email _____

Subcontractor Services Provided _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

email _____

Subcontractor Services Provided _____

**List all payments received from Prime
invoices**

**List dates and amounts of any outstanding
sent to Contractor in the preceding 30 days.**

Invoice #

Amount \$

Date`

Amount \$

1.

1.

2.

2.

3.

3.

Total Dollars Paid \$ _____

Total Dollars Unpaid \$ _____

Return one copy of this form to each of the following (3) addresses:

_____ Contract Monitor
_____ Contracting Unit

Ms. Beverly Spence
Maryland DHMH
Office of Community Relations
201 W. Preston St. 5th floor
Baltimore, MD 21201

Subcontractor Signature_____ Date_____

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type:

--

 Checking N

--

 eby Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

(OVER)

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request.

Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division

Room 205, P.O. Box 746

Annapolis, Maryland 21404-0746

COT/GAD X-10

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

Unless determined to be exempt, the Bidder/Offeror agrees to pay its employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not determined to be exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on State contract activities. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons: _____

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

INFORMATION TECHNOLOGY SECURITY STANDARDS PROTECTED HEALTH INFORMATION

The Commission requires that vendors have in place sound protections for electronic health information. Responses provided to the categories listed below will enable the Commission to evaluate that the integrity, confidentiality, and availability of electronic protected health information it collects, maintains, uses, or transmits is protected. The confidentiality of health information is threatened not only by the risk of improper access to stored information, but also by the risk of external intrusion or interception during transmission of information. The Commission broadly requires vendors to meet standards outlined under Title II Subtitle F, Sections 261 through 264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191. These standards require measures to be taken to secure electronic information while in its custody as well as in transit. Information specific to these requirements can be obtained from the Department of Health and Human Services 45 CFR Parts 160, 162 and 164 Health Insurance Reform: Security Standards.

Policies: The vendor must demonstrate that it has developed and implemented policies and procedures to secure protected health information. Policies and procedures must be department specific regarding the purchase, care and handling of hardware and software.

Roles and responsibilities of management, technical staff, and users: The vendor must explain specific roles of management and technical staff in the daily supervision of its information technology systems. Discuss the method used for assigning access to information technology systems, i.e., role based or user based access. Indicate any access variations that exist between management and the system administrators.

Accounts and passwords: The vendor must provide evidence its network and/or server(s) are set up by unique user accounts. Information technology used to store or maintain health information must have access limited to users with only specific account access authorization.

Privacy and confidential data storage: The vendor must explain how its health information is stored, maintained, and transmitted and how it protects this information from internal and external intrusion. Explain the encryption technique used when electronic health information is transmitted externally.

Physical security plan: The vendor must demonstrate its technique for controlling physical access to offices and computer equipment. Explain how you control access to workstations. Discuss control measures used for assigning keys and swipe cards to employees.

Network configuration plan: The vendor must diagram its network and/or server(s) where information technology is stored and operates. Provide an overview of the partitioning of your network and/or server(s) and where protected health information will reside.

Business continuity plan: The vendor must explain how its operations would continue in the event a disaster. Include a discussion of an alternative site, replacement workstations and/or server(s) used to support your organization, how employees would perform their tasks from a remote site, and how long you could operate from a remote location before you would experience a degradation of service.

Backup and recovery plan: The vendor must explain its data backup process and how media is stored. Describe the practice used for restoring data on information technology system(s) using backup media. Include the frequency for testing the backup and recovery plan.

Keeping track of information technology upgrades and changes: The vendor must explain its process for protecting health information during system upgrades. Summarize how data is safeguarded during system repairs when performed by external parties to the organization. Discuss the documentation process used to track changes made in your information technology system.

Software licensing and policy: The vendor must include a list of software it's licensed to use and provide a copy of each license. Discuss the filing system that allows you to track licenses.

User Awareness training: The vendor must provide evidence indicating that employees have read and understand your information technology security practice on an annual basis.

Network and/or server security: The vendor must provide an overview of its firewall protection for the network and/or server(s), and discuss any protections that exist on the workstations.

Anti-Virus software: The vendor must explain its anti-virus software, frequency of updates and configuration.

Social Engineering: The vendor must explain its internal processes designed to prevent the inadvertent exchange of protected health information by employees.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)